

RAHUL S. SINGH

ADVOCATE HIGH COURT

Office: 03rd floor, Nirlon House,
Opposite Sasmira College,
Dr. Annie Besant Road,
Worli, Mumbai - 400030.

FORMAT - A

(Circular No. 28/2021)

To,
Maharashtra Real Estate Regulatory Authority,
BKC, Housefin Bhavan, Near RBI,
E Block, Bandra Kurla Complex,
Bandra East, Mumbai-400051.

LEGAL TITLE REPORT

Sub:- Title clearance with respect to development rights pertaining to all that piece and parcel of land admeasuring 547 square yards equivalent to 457.36 sq. mtr. or thereabouts bearing Plot No.152 of the Shivaji Park Scheme at Mahim and bearing Laughton's Survey No.1507 and Cadastral Survey No.1861 of the Mahim Division ("**said Land**") together with building standing thereon known as "Parag" building comprising of Ground plus Two upper floors plus terrace alongwith attached room ("**said Building**") in the City and Registration Sub-District of Bombay which are assessed by the Assessor and Collector of Municipal Taxes under 'G' ward No.4841 (1) Street No.170, situate at M. B. Raut Road, Shivaji Park, Dadar (West), Mumbai - 400028. (the "said Land" and the "said Building" are hereinafter collectively referred to as the "**said Property**").

I have investigated the title of the said Property on the request of **M/s. Sugee Twenty One Developers LLP** ("Sugee") and perused copies of following documents i.e.: -

1) Description of the said Property:

All that piece and parcel of land admeasuring 547 square yards equivalent to 457.36 sq. mtr. or thereabouts bearing Plot No.152 of the Shivaji Park Scheme at Mahim and bearing Laughton's Survey No.1507 and Cadastral Survey No.1861 of the Mahim Division ("**said Land**") together with building standing thereon known as "Parag" building comprising of Ground plus Two upper floors plus terrace alongwith attached room ("**said Building**") in the City and Registration Sub-District of Bombay which are assessed by the Assessor and Collector of Municipal Taxes under 'G' ward No.4841 (1) Street No.170, situate at M. B. Raut Road, Shivaji Park, Dadar (West), Mumbai - 400028. The "said Land" and the "said Building" are hereinafter collectively referred to as the "**said Property**").

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2) The documents of allotment of said Property:

Sr. No.	Date of Documents	Description of Documents
1.	06 th September 1946	Copy of Indenture of Lease dated 06 th September 1946 executed between Municipal Corporation of the City of Bombay as Corporation, Mr. Narayan Vinayak Modak as the Commissioner, Mr. Rustomji Navroji Kotwal as the Confirming Party and Smt. Bai Kesarkar Kerkar as the Lessee duly registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-4771 of 1946.
2.	05 th January 1948	Copy of Gift Deed dated 05 th January 1948 executed by Smt. Bai Kesarbai Kerkar as the Donor in favour of Mr. Dilip Shamrao Kerkar as the Donee duly registered with the Sub-Registrar of Bombay bearing No.BOM-95 of 1948.
3.	06 th April 1953	Copy of Deed of Rectification and Confirmation dated 06 th April 1953 executed by Smt. Bai Kesarbai Kerkar as the Donor and Mr. Dilip Shamrao Kerkar as the Donee.
4.	19 th June 1978	Copy of Will dated 19 th June 1978 of Mr. Dilip Shamrao Kerkar and copy of Probate Order dated 01 st November 1985 passed by Hon'ble Bombay High Court.
5.	27 th March 2012	Copy of Deed of Transfer dated 27 th March 2012 executed by Mr. Anil Vasant Paigankar as the transferor executor of the Will dated 19 th June 1978 and 1) Mr. Prasad Anup Kerkar and 2) Mr. Prateek Anup Kerkar as the Transferee duly registered with the Sub-Registrar of Mumbai bearing No.BBE-1-2669 of 2012.
6.	18 th January 2022	Copy of Development Agreement dated 18 th January 2022 executed between Mr. Prateek Anup Kerkar and Mr. Prasad Anup Kerkar as "Lessees/Landlords" of the said Property of One Part and M/s. Sugee Twenty One Developers LLP as "Developer"

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		of the Other Part duly registered with the Sub-Registrar of Assurances at Mumbai at Sr. No.BBE-5-705 of 2022.
7.	18 th January 2022	Copy of Irrevocable Special Power of Attorney dated 18 th January 2022 executed by Mr. Prateek Anup Kerkar and Mr. Prasad Anup Kerkar as "Owners" and "Lessees/Landlords" of the said Property in favour of M/s. Sugee Twenty One Developers LLP as "Developer" duly registered with the Sub-Registrar of Assurances at Mumbai at Sr. No.BBE-5-706 of 2022.
8.	29 th December 2023	Copy of Addendum to Development Agreement dated 29 th December 2023 executed between Mr. Prateek Anup Kerkar and Mr. Prasad Anup Kerkar as "Lessees/Landlords" and M/s. Sugee Twenty One Developers LLP as the "Developer" duly registered with the Sub-Registrar of Assurances at Mumbai at Sr. No.BBE-4-22664 of 2023.

- 3) Copy of Property Registered Card issued by Assistant Superintendent cum City Survey Officer Mumbai dated 23rd June 2022.
- 4) Search Report for 78 years from 1947 till April 2024.

2/- On perusal of the abovementioned documents and all other relevant documents relating to the title with respect to the development rights pertaining to the said Property and subject to the tenancy rights of the tenants/ occupants of the said Property, I am of the view and opinion that M/s. Sugee Twenty One Developers LLP has the development rights in respect of the said Property.

- **Lessee of the land:**
Mr. Prateek Anup Kerkar and Mr. Prasad Anup Kerkar.
- **Qualifying comments/remarks if any:** Nil



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3/- The report reflecting the flow of the title with respect to the development rights of M/s. Sugee Twenty One Developers LLP pertaining of the said Property is enclosed herewith as **Annexure-A**.

Encl: As above

Dated this 06th day of June, 2024



RAHUL S. SINGH
Advocate, High Court,
03rd Floor, Nirlon House,
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FLOW OF THE TITLE OF THE SAID PROPERTY

- 1) **Copy of Property Register Card issued by Assistant Superintendent cum City Survey Officer Mumbai dated 23rd June 2022.**
- 2) **Mutation Entry No. - N/A**
- 3) **Search Report for 78 years from 1947 till April 2024 taken at Sub Registrar's office at Mumbai.**
- 4) **Title Flow:**
 - a. Municipal Corporation of Greater Mumbai ("Corporation/MCGM") is the Owner of the said Land.
 - b. Upon perusal of copy of Indenture of Lease dated 06th September 1946 executed by and between the Municipal Corporation of the City of Bombay therein referred to as the Corporation of the first part, Mr. Narayan Vinayak Modak therein referred to as the Commissioner of the second part, Mr. Rustomji Navroji Kotwal therein referred to as the Confirming Party of the third part and Bai Kesarbai Kerkar therein referred to as the Lessee of the fourth part, the Corporation granted perpetual lease of the said Land to the Lessee therein for 999 years commencing from 06th October 1938 on the terms and conditions contained therein. The said Indenture of Lease is registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-4771 of 1946 registered on 25th January 1947 (hereinafter referred to as the "**said Lease**").
 - c. I observed from copy of Gift Deed dated 05th January 1948 executed by Smt. Bai Kesarbai Kerkar therein referred to as the Donor in favour of Mr. Dilip Shamrao Kerkar therein referred to as the Donee, the Donor therein gifted the said Land to the Donee therein subject to the payment of annual rent as described under the said Lease for unexpired residue of the term of 999 years. The aforesaid Gift Deed was duly registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-95 of 1948 ("**said Gift Deed**"). Though the said Gift Deed was intended to be for the residual of the term of perpetuity, it was wrongly mentioned as 999 years and this was rectified by Deed of Rectification and Confirmation dated 06th April 1953 executed by Smt. Bai Kesarbai Kerkar therein referred to as the Donor and Mr. Dilip Shamrao Kerkar therein referred to as the Donee.

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- d. I am informed that Mr. Dilip Shamrao Kerkar, during his lifetime was seized and possessed and was otherwise well and sufficiently entitled to the said Land. Mr. Dilip Shamrao Kerkar constructed on the said Land a building known as "Parag" comprising of ground plus two upper floors plus terrace alongwith attached room ("**said Building**").
- e. I am informed that Mr. Dilip Shamrao Kerkar died on 07th August 1984 at Mumbai leaving behind him a Will dated 19th June 1978 (hereinafter referred to as the "said Will") thereby bequeathing the said Property to his wife Smt. Kunda Kerkar for her lifetime and thereafter to his grandsons Mr. Prasad Anup Kerkar and Mr. Prateek Anup Kerkar equally. By and under the said Will, said Mr. Dilip Shamrao Kerkar appointed (1) Mr. Anup Dilip Kerkar, (2) Mr. Anil Vasant Paigankar and (3) Mr. Wamanrao Shashidhar Gharse as Executors of his said Will.
- f. I observed from copy of Order dated 01st November 1985 passed by Hon'ble Bombay High Court in Testamentary Petition No.398 of 1985 ("said Probate"), the Hon'ble Bombay High Court granted Probate to the said Will in favour of the executors of the said Will i.e. (1) Mr. Anup Dilip Kerkar, (2) Mr. Anil Vasant Paigankar and (3) Mr. Wamanrao Shashidhar Gharse.
- g. I am informed that two of the aforesaid executors of the said Will i.e. Mr. Wamanrao Shashidhar Gharse died on 06th April 1992. Mr. Anup Dilip Kerkar died intestate on 04th July 2004 leaving behind him his mother Smt. Kunda Dilip Kerkar and his two sons Mr. Prasad Anup Kerkar and Mr. Prateek Anup Kerkar as his only legal heirs, representatives and next-of-kin under the Hindu Succession Act under which he was governed at the time of his death. I am further informed that said Smt. Kunda Kerkar also died intestate on 24th January 2011.
- h. I observed from copy of Deed of Transfer dated 27th March 2012 executed by the surviving executor of the said Will i.e. Mr. Anil Vasant Paigankar therein referred to as the "Transferor" in favour of (1) Mr. Prasad Anup Kerkar and (2) Mr. Prateek Anup Kerkar therein referred to as the "Transferees" duly registered with the Sub-Registrar of Bombay bearing No.BBE-1-2669 of 2012, by and under which the Transferor therein transferred and conveyed the said Property to Mr. Prasad Anup Kerkar and Mr. Prateek Anup Kerkar being the Beneficiaries under the said Will. Thus, Mr. Prateek Anup Kerkar and Mr. Prasad Anup Kerkar are well and sufficiently entitled to the leasehold rights of the said Property.
- i. I have observed from copy of Development Agreement dated 18th January 2022 executed between Mr. Prateek Anup Kerkar and Mr. Prasad Anup Kerkar therein referred to as the "Lessees/Landlords" of the One Part and M/s. Sugee Twenty One Developers LLP therein referred to as the "Developer" of the Other Part duly registered with the Sub-

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Registrar of Assurances at Mumbai at Sr. No.BBE-5-705 of 2022, the Lessees granted Development rights in respect of the said Property in favour of M/s. Sugee Twenty One Developers LLP on the terms and conditions contained therein ("said **Development Agreement**"). In furtherance to the Development Agreement, the said Lessees also executed Irrevocable Special Power of Attorney dated 18th January 2022 in favour of M/s. Sugee Twenty One Developers LLP, duly registered with Sub-Registrar of Assurances at Mumbai under Sr.No.BBE-5-706 of 2022 authorizing them to do all the acts as stated thereunder ("said **Power of Attorney**").

- j. I have also perused copy of Addendum to Development Agreement dated 29th December 2023 ("said Addendum D.A.") executed between Mr. Prateek Anup Kerkar and Mr. Prasad Anup Kerkar therein referred to as "Lessees/Landlords" of the one part and M/s. Sugee Twenty One Developers LLP therein referred to as the "Developer" of the other part, the parties to the said Addendum D. A. have modified the terms of the said Development Agreement and the modified terms are more particularly recorded in the said Addendum D. A. The said Addendum D. A. is duly registered with the office of The Sub Registrar of Assurances at Mumbai under Sr. No.BBE-4-22664 of 2023.
- k. For the purpose of title verification, I have perused Search Report of search clerk Mr. Sameer Sawant for the period from 1947 till April 2024 and as per the said report and Index-II Register no entries adversely affecting the title of the said Property were found.

In view of the aforesaid and subject to the tenancy rights of the tenants/ occupants of the said Property, I hereby certify that the development rights of M/s. Sugee Twenty One Developers LLP in respect of the said Property referred hereinabove are clear and free from any encumbrances.

5) Litigation if any: Nil

Dated this 06th day of June, 2024.

RAHUL S. SINGH
Advocate, High Court,
03rd Floor, Nirlon House,
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